

Business Associate Agreement

This Business Associate Agreement, by and between Missouri State Health Care Component ("Missouri State University") _____ and _____ ("Business Associate"), on the following terms and conditions.

1. Definitions:
 - a. Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended.
 - b. Protected Health Information: "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, as amended, limited to the information created or received by Business Associate from or on behalf of Missouri State.
 - c. Health Care Operation: Shall have the meaning defined in 45 CFR § 164.501, as amended.
 - d. Secretary: "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
2. Obligations and Activities of Business Associate
 - a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law, in performing the following functions or services on behalf of Missouri State (if specified in a separate contract, reference that contract):

 - b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
 - c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
 - d. Business Associate agrees to report to Missouri State in writing any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware within fifteen (15) days of such awareness.
 - e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Missouri State agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - f. Business Associate agrees to provide access or provide information, at the request of Missouri State, and in the time and manner as reasonably requested not to exceed ten (10) days to Protected Health Information in any Missouri State Designated Record Set, to Missouri State or, as directed by Missouri State, to an individual in order to meet the requirements under 45 CFR § 164.524.
 - g. Business Associate agrees to make any amendment(s) to Protected Health Information in any Missouri State Designated Record Set that Missouri State directs or agrees to pursuant to 45 CFR § 164.526 at the request of Missouri State or an Individual, and in the time and manner reasonably requested or designated by the Secretary.
 - h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by

Business Associate on behalf of, Missouri State available to the Secretary, in a time and manner reasonably requested or designated by the Secretary.

- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Missouri State to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
 - j. Business Associate agrees to provide to Missouri State or an Individual, in time and manner reasonably requested not to exceed fifteen (15) days information to permit Missouri State to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
3. Permitted Uses and Disclosures by Business Associate
 - a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Missouri State as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Missouri State or the minimum necessary policies and procedures of Missouri State.
 - b. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided such disclosure complies with applicable laws and regulations.
 - c. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that Business Associate represents in writing to Missouri State that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - d. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Missouri State as permitted by 42 CFR § 164.504(e)(2)(i)(B) or de-identification services pursuant to 45 CFR 164.514, as requested by Missouri State.
 - e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).
4. Obligations of Missouri State. Missouri State shall notify Business Associate of any limitation(s) in its notice of privacy practices of Missouri State in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
5. Term and Termination
 - a. Term. The Term of this Agreement shall be effective upon execution by both parties if no date is provided, and shall terminate upon completion of the services as set forth herein or as set forth in the agreement referenced in paragraph 2.a.
 - b. Termination for Cause. Upon Missouri State's knowledge of a material breach by Business Associate, Missouri State shall either:
 - i. Provide an opportunity for Business Associate to cure the breach and end the violation within the time specified by Missouri State; or
 - ii. Immediately terminate this Agreement and any Agreement referenced in paragraph 2.a. if Business Associate has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Missouri State shall report the violation to the Secretary.
 - c. Effect of Termination.
 - i. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Missouri State, or created or received

by Business Associate on behalf of Missouri State. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Missouri State notification in writing of the conditions that make return or destruction infeasible. Upon written agreement by Missouri State that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Miscellaneous

- a. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Missouri State to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- b. Survival. The respective rights and obligations of Business Associate under Section 5.c. of this Agreement shall survive the termination of this Agreement.
- c. Discrimination. Business Associate shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability or veteran status in the provision of services pursuant to this Agreement.

WHEREAS, the parties have agreed to the terms of this Agreement as indicated herein by the signatures of their authorized representatives.

Business Associate

Missouri State University

By _____

By _____

Date _____

Date _____

By _____

Date _____